

MEMORANDUM OF AGREEMENT  
Between TOWN OF CONCORD  
AND  
CONCORD FIREFIGHTERS ASSOCIATION  
LOCAL 1942, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-  
CLC  
(2019-2022)

WHEREAS, the July 1, 2016 - June 30, 2019 Collective Bargaining Agreement between the Town of Concord (the "Town") and the Concord Firefighters Association (the "Union") is scheduled to expire on June 30, 2019; and

WHEREAS, the collective bargaining teams representing the Town of Concord and the Concord Firefighters Association have reached an agreement concerning a successor Collective Bargaining Agreement to the July 1, 2016 - June 30, 2019 Agreement, subject to ratification by the bargaining unit's membership and the Concord Select Board.

NOW, THEREFORE, the Town of Concord and the Concord Firefighters Association agree that the present Collective Bargaining Agreement shall remain in full force and effect, except as modified herein, with the terms and conditions agreed to as follows:

**1. Multiple Sections**

*The parties agree to insert provisions of Fire Prevention Officer MOA into the Collective Bargaining Agreement.*

**2. 1.2 Union Rights & Security**

*A. The parties agree to modify section 1.2.1 as follows:*

**1.2.1 Union Dues**

The Town agrees to deduct one initiation fee for each employee who so authorizes the Town in writing, and to deduct regular Union dues for each employee who so authorizes the Town in writing, as established from time to time by the union, on a biweekly basis (maximum two times each month) from the pay of each employee who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

The authorization in writing for the Employer to deduct the initiation fee and Union dues from each biweekly paycheck of employee is in the form attached as Appendix A-1 and made a part hereof, provided if the amount of notice for revocation of dues is modified by law, Appendix A-1 shall be modified by substituting the amount of notice authorized by law, or upon any other comparable form authorized by law. The parties deem such a form to be an appropriate form. The authorization form attached hereto as Appendix A, and made a part hereof, is deemed by the parties to be an appropriate form. The Union agrees to hold the Town harmless from any and all claims arising from the payment and use of such dues, provided the Town has complied with the requirements of this section. The Union shall indemnify the Town for any actions regarding the payment of Union dues and agency service fees initiation fee. If the assistance of an attorney is necessary in defending the Town for such actions, the Union shall have the right to make the final determination of the attorney who is selected. It is understood that it is the responsibility of the Union to provide the authorization forms and to have them executed by the employees.

*B. The parties agree to delete the text of 1.2.2 and insert the following:*

#### 1.2.2 Voluntary Agency Service Fees

The Town agrees to deduct voluntary agency service fees for each employee who voluntary agrees to pay agency service fees, and who authorizes the Town, in writing, on a biweekly basis (maximum two times each month) from the pay of each employee, and who executes or has executed an appropriate form of authorization, and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said voluntary agency service fee deducted.

The authorization in writing for the Town to deduct from each bi-weekly paycheck of employee is in the form attached as Appendix A-2 and made a part hereof, and is deemed by the parties to be an appropriate form.

The Union agrees to hold the Town harmless from any and all claims arising from the payment and use of such voluntary agency service fees. The Union shall indemnify the Town for any actions regarding the payment of voluntary agency service fees. It is understood that it is the responsibility of the Union to provide

the authorization forms and to have them executed by the employees.

*C. The parties agree to modify Appendix A, Payroll Deduction Authorization, for Union dues and initiation fee, and create a Payroll Deduction Authorization form for voluntary agency service fees in accordance with the above provisions.*

**3. 1.6 Duration of Agreement**

*The parties agree to update subsections 1.6.1 and 1.6.2 to reflect a three year agreement as follows:*

1.6.1 The duration of this Agreement shall be from July 1, ~~2016~~ 2019 through June 30, ~~2019~~ 2022. Either party wishing to terminate, amend or modify this Agreement must so notify the other party in writing not less than ninety (90) days prior to Annual Town Meeting for ~~2019~~ 2022. If so notified, the parties agree to begin negotiations in January ~~2019~~ 2022.

1.6.2 In the event a successor contract has not been executed and funded prior to June ~~2019~~ 2022, to the extent allowed by law, all terms and conditions and provisions of the existing contract shall remain in full force and effect until a successor contract has, in fact, been executed and funded.

**4. 2.4.2 Assignments**

*The parties agree to add the following as a third paragraph to Section 2.4.2:*

When a specialist assignment is held by more than one member, it is understood that assignments under this section will take the distribution of specialists and the needs of the department into consideration. A specialist may be required to relinquish the assignment if transferring, at the employee's request, to a different station that already has an employee with the same specialist assignment.

**5. 2.5 Light Duty**

*The parties agree to modify section 2.5.3 as follows:*

2.5.3 Light duty assignments shall be for ~~forty~~ forty-two hours per week on a mutually agreeable schedule. The assignments

shall consist of fire department functions. Personnel on light duty are not considered to be on group assignment status.

**6. 2.6 Promotion**

*The parties agree to modify section 2.6.4, section A. as follows:*

**2.6.4 Interview**

A. The number of candidates to be interviewed by the appointing authority or his/her designee shall be based on the following:

- 1 position available - top four (4) shall be interviewed.
- 2 positions available - top six (6) shall be interviewed.
- 3 positions available - top eight (8) shall be interviewed.
- 4 positions available - top ten (10) shall be interviewed.

The interview process shall may include a one or more tactical fire simulation assessments conducted and evaluated by fire service professionals and/or managerial professionals, as the Chief deems appropriate to the assessment.

**7. 3.2 Overtime and Callback**

*The parties agree to modify the first paragraph & item A of 3.2.1 as follows (housekeeping):*

3.2.1 Overtime lists based on seniority the total hours of opportunities offered shall be maintained by the captains for the rotational procurement of employees to fill vacancies and details when said employees are available. Where a tie exists, the opportunity shall go to the employee with the greatest seniority.

A. Opportunities for overtime shall be offered equally to all employees. ~~A refusal of overtime counts as an opportunity.~~

**8. 3.3 Salaries**

*A. The Town agrees to increase the base rates listed in Appendix C as shown in the attached, which represents the following percentage adjustments:*

- 7/1/2019: 2.25% base wage adjustment
- 7/1/2020: 2.25% base wage adjustment
- 7/1/2021: add the amount of the 7/1/2020 EMT stipend to each step, then increase each step by a 2.75% base wage adjustment

*B. The parties agree to add a new section 3.3.2 as follows:*

3.3.2 Direct Deposit & Paperless Pay Statements

The Town may choose to require all employees to enroll in Direct Deposit of their pay, in which case each employee shall designate a financial institution to which the deposit of his or her pay will be made. If the Town decides to implement this requirement, employees will be given at least 60 days written notice of its decision to do so. The Town may also choose to cease the provision of paper pay statements and instead provide employees with electronic access to such information.

**9. 3.6 Other Payments**

*A. The parties agree to modify the list of certifications eligible for pay under section 3.6.4 as follows (housekeeping):*

**3.6.4 Fire-Service Certification & Credential Pay**

Fire Prevention Officer I\* (automatically credited if credentialed as FPO II)  
Fire Prevention Officer II\*

*B. The parties agree to modify section 3.6.5 as follows (housekeeping & wage adjust):*

**3.6.5 Enhanced EMT-Basic Skills**

~~Effective July 1, 2016, employees shall be compensated at a rate of 4.25%, effective July 1, 2017, employees shall be compensated at a rate of 4.75%, and effective July 1, 2018, shall be compensated at a rate of 5.25% of the employee's base wage in recognition of the acceptance of Section 2.1.3 of this Agreement.~~

In recognition of the Union's acceptance of Section 2.1.3 of this Agreement, Each employee shall be compensated the following percentage of his/her base wage:

<u>Effective Date</u>	<u>Percentage Rate</u>
<u>7/1/2019</u>	<u>5.75%</u>
<u>7/1/2020</u>	<u>6.25%</u>
<u>7/1/2021:</u>	<u>0%</u>

**10. 4.3 Sick Leave**

*The parties agree to modify the first paragraph of section 4.3.2 as follows (housekeeping):*

**4.3.2 Use**

Sick leave is generally for the protection of employees against loss of pay due to personal illness. However, up to sixty (60) hours of an employee's accrued sick leave per fiscal year may be used by an employee when their personal attendance is necessary during the illness of a spouse, parent or dependent child, provided the employee identifies the absence as "family sick" at the time the absence is reported. These "family sick" hours may also be applied to another individual of dependent relationship residing with the employee. The Fire Chief may, in his discretion, require medical certification of any illness.

**11. 7.2 Health and Fitness**

*The parties agree to add a new section 7.2.4 as follows without additional impact bargaining:*

**7.2.4 OSHA Medical Exams**

Employees hired on or after 2/1/19 shall be subject to medical examinations in accordance with minimum OSHA requirements.

**12. 10.2 Eligibility (ALS Services)**

*The parties agree to modify the fourth paragraph of section 10.2 as follows (housekeeping):*

The Chief will determine which members will be authorized to attend Town offered training, ~~with consideration given to those members with the most seniority, as defined in Article 2.3 of this agreement.~~

**13. Supervisory & Leadership Responsibilities**

The parties acknowledge that the Town has consulted with the Union regarding incorporation of supervisory and leadership responsibilities into the lieutenant and captain job descriptions.

THIS AGREEMENT shall be subject to ratification by the Union and the Select Board of the Town of Concord, and shall be subject to appropriation by Town Meeting.

5/6/2019

THIS AGREEMENT has been executed by the duly authorized representatives of the Town of Concord and the Concord Firefighters Association, subject to the conditions herein.

FOR THE TOWN:

  
\_\_\_\_\_  
Christopher Whelan, Town Manager

Date: \_\_\_\_\_

5/7/2019

FOR THE UNION:

  
\_\_\_\_\_  
Brett Mills, President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

5/7/19